

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

**GRAY CASUALTY AND
SURETY COMPANY**

Plaintiff

v.

FSA TRUCKING, INC. ET AL.,

Defendants.

Case No: 5:22-cv-678-LCB

Status Report

NOW COMES, Plaintiff in Interpleader, Gray Casualty and Surety Company (“Gray”), through undersigned counsel and on behalf of all remaining Defendants in Interpleader, Alexander, Winton & Associates, Inc.; eCapital Freight Factoring Corp.; Baxter Bailey & Associates, Inc.; One Way Logistics, LLC; and Eagle Capital Corporation (collectively the “Appearing Parties” and with Gray, “the Parties”), and files this status report informing the Court of the status of these proceedings going forward as requested by this Court’s May 31, 2023 Final Default Judgment. (Doc. 131).

Through its Final Default Judgment, this Court entered default against 116 defendants in interpleader (the “Defaulted Parties”), leaving only the Appearing Parties and Gray to remain in this action. At present, Gray’s Original Complaint for Interpleader (Doc. 1) is the operative pleading, and Gray has deposited the \$75,000

in funds, or the penal sum (the “Sum”) of Bond No. GSC0601419 (the “Bond”) into the registry of this Court (Doc. 129). Gray recognizes that the Defaulted Parties may seek relief from this Court’s Final Default Judgment within a reasonable time under Federal Rule of Civil Procedure Rule 60. Thus, Gray intends to file an amended complaint after thirty days of the Court’s May 31, 2023 Final Default Judgment or within a reasonable time as determined by this Court. This amended complaint will name the Appearing Parties as well as all new or additional claimants that have provided notice of their potential claims as the defendants in interpleader.

Once this amended complaint is served and the time delay for answers to be filed has expired, Gray will again request the Clerk of Court to enter default and move this Court to enter default judgment against any defendants in interpleader that fail to timely file its answer or otherwise respond to the amended complaint. Once Gray completes the foregoing, Gray will have no further interest in the disposition of the Sum, including which party, if any, recovers all or any portion of the Sum, and will have no other obligations of any kind to the parties asserting adverse claims to the Sum. Thus, the Parties will file a joint motion, requesting the Court to discharge Gray from further liability in this matter, with the distribution of the Sum to be subsequently adjudicated between all parties that timely answer the amended complaint.

Respectfully submitted:

KREBS FARLEY & DRY, P.L.L.C.

/s/ Joshua Chesser

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CERTIFICATE OF SERVICE

I certify that on the 14th day of June, 2023, the foregoing was filed electronically with the Clerk of Court using the Court's ECF system. Notice of this filing will be sent by operation of the Court's electronic filing system to all counsel of record.

/s/ Joshua Chesser

JOSHUA CHESSER